

RECEIVED CLERK

OCT 06 2020

U.S. DISTRICT COURT

September 18, 2020

LODGED

2:17 cv 1223 RJS

Sent: USPS Certified Return Receipt #7019 2280 0000 3187 1568

D. MARK JONES
c/o UNITED STATES DISTRICT COURT
351 South West Temple
Salt Lake City, UT 84101

RE: NOTICE OF DEFAULT, ACCEPTANCE OF YOUR AGREEMENT, AND INTENT TO COLLECT

MR. JONES,

I, Paul-Kenneth: Cromar, a living and breathing man upon the land, Secured Party for the copyrighted and trademarked Undersigned name, hereby provide You, Flesh-and-Blood MR. D. MARK JONES, this **NOTICE OF DEFAULT, ACCEPTANCE OF AGREEMENT, AND INTENT TO COLLECT**, with a Rosh Hashanah ("The Day of Atonement") opportunity to reconcile, for the reasons explained as follows:

You, Flesh-and-Blood MR. D. MARK JONES, in a USPS Certified Return Receipt communication #7019 2280 0000 3188 5657, received a **PUBLIC NOTICE, DECLARATIONS, MANDATES, AND LAWFUL PROTEST** on June 22, 2020 – 11:39 am, which You, MR. JONES allowed to be filed on UNITED STATES DISTRICT COURT under case #2:17 cv 01223 RJS, Docket #130 entered July 16, 2020, thus

publicly acknowledging Your lawful and moral to obligation to contest, deny or agree by non-response. You did not respond within the 30-day deadline of July 23, 2020; therefore, by Your silence you have acquiesced, and thereby AGREED with ALL the contents.

Additionally, You have on occasion acted to abuse and deny of our God-given, Constitutionally secured rights, which promoted a DEPRIVATION OF RIGHTS UNDER COLOR OF LAW in violation of 18 U.S. Code § 242, designed to defraud Me and my family of our home 9870 North Meadow Drive, in and around a place known as Cedar Hills, in Utah state.

Said **PUBLIC NOTICE, DECLARATIONS, MANDATES AND LAWFUL PROTEST** gave You reasonable notice and grace to locate and produce the required evidence and /or verify the accuracy, reliability, and trustworthiness of the evidence provided. The deadline for production of said evidence was July 23, 2020. You have served absolutely nothing upon me, which could be considered as a good faith and diligent attempt by you to respond to my lawful and reasonable **PUBLIC NOTICE, DECLARATIONS, MANDATES AND LAWFUL PROTEST** within the stated deadline.

THEREFORE, You, MR. JONES, with Your failure to respond, as stipulated, with any support of Your disagreement with evidence, fact and valid law, is now Your **agreement with, and admission to the fact**, that the evidence enclosed in the **PUBLIC NOTICE, DECLARATIONS, MANDATES AND LAWFUL PROTEST** is true, correct,

legal, lawful, and is your irrevocable agreement attesting to this, fully binding upon You, in any court in America, without Your protest or objection or that of those You represent.

Accordingly, I now invoke the doctrine of estoppel by acquiescence, because I can prove that Your previous fiduciary contract with me imposes upon You, MR. JONES a legal and moral duty to answer, and your silence can now be construed as a FRAUD.

"Silence can only be equated with **fraud** where there is a **legal or moral duty** to speak or where an inquiry left unanswered would be intentionally misleading." See U.S. v. Tweel, 550 F.2d 297, 299 (1977), emphasis added, quoting U.S. v. Prudden, 424 F.2d 1021, 1032 (1970). See also Carmine v. Bowen, 64 A. 932 (1906).

Additionally, it may be helpful to YOU to understand that the often claimed "immunity" by government officials is a false and deceitful legal claim, as highlighted 18 U.S. Code § 242, and in these two Supreme Court findings, as provided at the end of the **PUBLIC NOTICE, DECLARATIONS, MANDATES AND LAWFUL PROTEST:**

"Under the Clearfield Doctrine, derived from the 1943 Supreme Court Decision in Clearfield Trust, et al. vs. United States, (328 U.S. 363, 318), the court ruled, in essence, that **when a government reduces itself to a corporate status, it becomes merely another corporation, having no more nor less standing than all other corporations.**" (see page 12, item 13.)

And,

"The UNITED STATES Supreme court in 2000 ruled, Bond vs. UNITED STATES 529 US 334-2000, held that the people are in fact Sovereign and not the STATES or government. The court went on to define that **local, STATE and**

FEDERAL law enforcement officers are committing unlawful actions against the Sovereign people by the enforcement of laws and are personally liable for their actions." (see page 13, item 15.)

THEREFORE, with Your DEFAULT and full AGREEMENT identified and ACCEPTED by me, Paul-Kenneth: Cromar., the living breathing man on the land, Secured Party for the copyrighted and trademarked Undersigned name, hereby You have serviced upon You, MR. JONES, this **NOTICE OF DEFAULT, ACCEPTANCE OF AGREEMENT, AND INTENT TO COLLECT.**

As a presumably competent "CLERK OF THE COURT" in a US District Court, no doubt You, MR. JONES, can contemplate and tabulate the significance of all fees, penalties, damages, agreements, requirements and mandates you AGREED to, as intricately identified therein, that I, Paul-Kenneth: Cromar., INTEND TO COLLECT. Nevertheless, as a courtesy, allow me to highlight a few key issues to which You have lawfully agreed, which include, but are not limited to:

1.) YOU, MR. JONES, as a presumed competent US District Court CLERK OF THE COURT, did NOT exercise your lawful opportunity to contest our Land Patent title property ownership (publicly noticed as documented within Docket #132) to our "heirs and assigns forever" as signed by then President Grover Cleveland. You had opportunities on behalf of Your undeclared client(s), associate(s), employer(s), and/or co-conspirator(s), etc. (hereafter "clients") to

contest our Superior Land Patent claim on our property at 9870 N. Meadow Drive, in Cedar Hills, to contest the Land Patent #392 (part and parcel thereof) claim filed in the Utah County Record on April 17, 2020 and April 22, 2020, in any Article III court within 60-days as required; but, instead filed an after-the-fact FRAUDULENT, discredited IRS fabricated "DEED"-abstract (an inferior claim as 180 years of UNANIMOUS Supreme Court findings prove) on April 29, 2020. The 60-day deadline long expired with no contest to the Land Patent filed by You and/or Your client(s), thus forever forfeiting the opportunity, and hence any claim to the property, regardless of the current legal mischief, fraud and possible RICO violations You and/or Your clients may be connected to, and have DISHONORABLY facilitated in federal and state courts, to the contrary. The fact is that You, MR. JONES are in AGREEMENT that there are NO LAWFUL CLAIMS on us, Paul-Kenneth: Cromar. and/or Barbara-Ann: Cromar, our home and property at the 9870 North Meadow Drive land, which is part and parcel of Land Patent #392, at Cedar Hills, in the Utah state, by You, MR. JONES and/or while sometimes acting as a Clerk of the Court. You are herein NOTIFIED that I ACCEPT Your AGREEMENT, and,

2.) **The Controversy is Lawfully Resolved.** You, MR. JONES, the living man, allowed to be filed a **NOTICE OF DEFAULT, ACCEPTANCE OF AGREEMENT, AND INTENT TO COLLECT** in the UNITED STATES DISTRICT COURT under

case #2:17 cv 01223 RJS (Docket #130), thereunder You offered NO substantive replies or objections, thereby confirming that You and I are in AGREEMENT, hence the controversy is resolved, thus necessitating immediate DISMISSAL of this case with prejudice, vacating and restoring Us, the Cromars, our Life, Liberty and Property, in full.

3.) You, MR. JONES, accepted the **MANDATE** to cause to be **RESTORED** **TITLE of Ownership of land and property at 9870 N. Meadow Drive** (*sometimes known as "47:059:0003"*) in Cedar Hills, in the Utah state, on the official Utah County Record, back to us, Paul-Kenneth: Cromar. and Barbara-Ann: Cromar., the builders and long-time lawful owners thereof, and,

4.) You, MR. JONES stand REBUKED before God, man and honorable earthly tribunals, for having knowingly and willing participated in the denying Me, of my God-given, Constitutionally-secured rights in two courts, as well as other ways and venues, and in so doing have committed FRAUD AND SWINDLE IN DISHONOR, which is a FELONY punishable by Law, and,

5.) MR. JONES, Your willful refusal to provide as requested Your "Oath of Office, ...Anti-Bribery Statement, ... Foreign Agents Registration Act disclosure (see FARA.gov), and ... bond number and bonding company name, address,

phone and agent contact,...", demonstrates proof that You do not have these lawfully required documents, and that your claimed powers of lawful authority are NOT confirmed – potentially nullifying and voiding ALL Your assumed and presumed powers, authority and judgments.

YOU, Flesh-and-Blood MR. D. MARK JONES, **BEWARE!** YOU have terrorized and substantively harmed us, Paul-Kenneth: Cromar. and Barbara-Ann: Cromar., (and daughter Liberty) by your dangerous legal-mischiefs and threats against our life, liberty and property, depriving us of our rights under **color of law**.

Therefore, while impossible for You to repair completely the damage done to our good names, reputation, and threat to our lives, liberties and property – we **INTEND TO COLLECT** the previously identified financial reparations, fees, penalties, obligations, etc., from You, D. MARK JONES, the living man, at our earliest possible convenience.

HOWEVER, today is *Rosh Hashanah*, otherwise known as *The Day of Atonement* (an opportunity to reconcile before God and man), and in that I, Paul-Kenneth: Cromar., have often been the beneficiary of God's mercy and healing forgiveness, a benefit I desire for you. Therefore, IF for whatever reason You, MR. JONES, did not understand the significance of our being in AGREEMENT as per the **PUBLIC NOTICE**,

DECLARATIONS, MANDATES, AND LAWFUL PROTEST, or need some clarification, or have reasonable questions, and/or would care to negotiate a mutually satisfactory settlement, You are being offered a courtesy window of 7-days (*168 hours*) from the minute of receipt of this NOTICE, within which to successfully accomplish (*not begin*) such effort to provide and secure an acceptance by Me, of Your written offer/proposal. (On a personal note, forgiveness is freely offered, as is encouragement for You to repent/reconcile with God and man regarding Your dishonorable actions.) However, in behalf of, and for the protection of **We the People**, if Your written offer is NOT acceptable, at the end of the 7-days You may anticipate that we will exercise our RIGHTS, to which YOU AGREED by your SILENCE, that WE ARE ENTITLED TO COLLECT, and will do so by **whatever means determined most lawfully effective.**

I, Paul-Kenneth: Cromar., **ACCEPT YOUR AGREEMENT** to Your obligations and requirements as provided above, and do so respectfully on Heaven's declared day of Rosh Hashanah / Day of Atonement. Hallelujah and Amen.

FOR THE AFFIDAVIT IS OF THE TRUTH:

For I, Paul-Kenneth: Cromar., THE Secured Party
(copyrighted & trademarked) (Secured Party/Holder in Due Course)
AM FOR THE AFFIRMATION OF THE

**NOTICE OF DEFAULT, ACCEPTANCE OF YOUR AGREEMENT,
AND INTENT TO COLLECT**

BY THE FIRSTHAND KNOWLEDGE OF THE FACTS:

Utah County)
)
Utah Republic)
united States of America)

Asseveration
L.S. by: Paul Kenneth C.

Signed only in correct public capacity
As beneficiary to the Original Jurisdiction.

:Paul-Kenneth: Cromar
c/o 9870 N. Meadow Drive
Cedar Hills, Utah state
uSA [84062]



CC: MR. WILLIAM P. BARR acting as Attorney General
U.S. Marshal Office – Salt Lake City
MIKE SMITH acting as Utah County Sheriff
GARY HERBERT acting as Governor of Utah *
Utah State BAR Association *
LaVoy Finicum - R.I.P. (in c/o his beloved widow Jeannette Finicum) *
Ryan Bundy *
Ammon Bundy *
Shawna Cox *
David Straight *
Ben McClintock *
(* via email)